

OFFICIAL AGENDA
TUESDAY April 21, 2020
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:00 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

MEETING UPDATE

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line. **Please dial (866) 876-1424, follow the prompts, and use access code 6002703#.**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at www.comm7tv.com.

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

9:30 a.m. PUBLIC HEARING

Resolution 20-37 to Accept the Determination that Environmental Assessment is Appropriate for the Yellowstone County Project: Americans with Disabilities Act (ADA) Facility Upgrades at the Yellowstone County Museum

PUBLIC COMMENTS ON REGULAR AGENDA ITEMS

1. COMMISSIONERS

- a. FirstMark Construction Carnival Lot Improvements Contract Approval
- b. Addendum #1 to the FirstMark Construction Contract for the MetraPark Carnival Lot Improvements

PUBLIC COMMENTS ON CONSENT AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Memorandum of Understanding between Salvation Army and Yellowstone County
- b. Thank You Letter Regarding Hakert & Falcon Heights Parks

2. FINANCE

Contract with Hildi Actuarials for Comprehensive Annual Financial Report

3. PUBLIC WORKS

- a. Agreement with Streamline Markings, Inc. for the Striping of Various County Roads for the 2020 Striping Season
- b. 2020 Salt Cedar Grant Project Contract - Noxious Weed Trust Fund

4. WEED DEPARTMENT

One Temporary FTE to Maintain the Yellowstone County Riverside Cemetery

5. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - Detention Facility - 1 Salary & Other; **Youth Services Center** - 1 Termination

FILE ITEMS

1. CLERK AND RECORDER

Board Minutes - Lockwood Irrigation District Minutes

2. COMMISSIONERS

- a. Carroll Drainage District Election Results
- b. HRDC General Relief Assistance Program Quarter Ending March 31, 2020

3. FINANCE

- a. Budget Transfers for Sheriff and Treasurer
- b. Detailed Cash Investment Report - March, 2020

4. PUBLIC WORKS

- a. Contract with Jim Rooney for Gravel Maintenance for Morgan Hill Estates RSID 693
- b. Contract with Jim Rooney for Gravel Maintenance for Hill Estates Subdivision RSID 726
- c. Agreement with Wright Company to Provide Weed Control in River Ranch Retreat

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 20-37 to Accept the Determination that Environmental Assessment is Appropriate for the Yellowstone County Project: Americans with Disabilities Act (ADA) Facility Upgrades at the Yellowstone County Museum

BACKGROUND:

This is the time and date advertised for the public hearing for the Montana Historic Preservation Grant Project for Yellowstone County Museum's ADA Facility Upgrade Project.

RECOMMENDED ACTION:

Approve.

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

FirstMark Construction Carnival Lot Improvements Contract Approval

BACKGROUND:

Contract will be available at the Board Meeting.

RECOMMENDED ACTION:

Approve.

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Addendum #1 to the FirstMark Construction Contract for the MetraPark Carnival Lot Improvements

BACKGROUND:

Contract and addendum will be available at the Board Meeting.

RECOMMENDED ACTION:

Approve.

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 04/21/2020

Title: Salvation Army & Yellowstone County MOU

Submitted By: Erica Wiley

TOPIC:

Memorandum of Understanding between Salvation Army and Yellowstone County

BACKGROUND:

see attached

RECOMMENDED ACTION:

Consent

Attachments

MOU

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between (1) The Salvation Army, a California corporation, located at 30840 Hawthorne Boulevard, Rancho Palos Verdes, California 90275 and designated by Federal Employer Identification Number 94-1156347 ("TSA"), acting through The Salvation Army Billings Corps location at 2100 6th Avenue North, Billings, Montana; and (2) Yellowstone County ("Collaborator"). (Collectively, TSA and Collaborator shall be referred to as "the Parties," and either individually shall be a "Party.")

WHEREAS TSA and Collaborator have identified substantially similar goals to serve the community in which they both currently operate; and

WHEREAS TSA and Collaborator wish to continue to work separately toward those goals but could each benefit by the coordination of certain services; and

WHEREAS Collaborator represents to TSA that the information indicated applies to Collaborator:

- Type of Entity: ☐ Individual
- ☐ Sole proprietorship
- ☒ Corporation, ☒ nonprofit ☐ for profit
 organized under the laws of the State of Montana
- ☐ Partnership
 organized under the laws of the State of

Employer Identification Number: .

NOW THEREFORE, the Parties hereto agree as follows:

1. Scope of Services. TSA and Collaborator will work together as they determine possible, each in its individual discretion and subject to the terms and conditions of agreements, as well as the applicable federal, state, and local laws and regulations that govern the Parties' individual operations. TSA shall provide the services described in Exhibit A, and Collaborator shall provide the services described in Exhibit A, both attached hereto and made a part hereof as though set forth in full.
2. No Partnership, No Joint Venture, No Employment. Each Party represents that does not intend to create a partnership or joint venture and the Parties agree that nothing in this agreement shall be construed to create a partnership or joint venture between the Parties. Each Party is providing services separately for the community, as more particularly described below, and not as an employee or agent of another Party. Each Party shall be wholly responsible for its own work, which is neither directed by nor under the control of any other Party.
 - a. Employees furnished by either Party ("Furnishing Party"), if any, shall be deemed solely those of Furnishing Party and under Furnishing Party's exclusive control. Furnishing Party shall assume exclusive responsibility (i) for payment of the salaries or wages of said employees, and (ii) to satisfy any legal obligations or reports relating to their employment, including but not limited to Social Security, unemployment insurance, workers' compensation, federal or state tax- withholding requirements, tax obligations, and any related reporting requirements.
 - b. All employees of the Parties shall be bound by this Agreement. Neither Party nor its employees shall be entitled to workers' compensation, employee medical-plan benefits, or any other employment benefits that the other Party provides to its regular, full-time employees.
 - c. The Parties expressly represent and warrant to each other that: (1) each Party is not and shall not be construed to be an employee of the other, that the Parties' status shall be that of independent contractors, and that each Party is solely responsible for its actions and inaction; (2) each Party shall act solely as an independent contractor, not as an employee or agent of the other; and (3) neither

Party is authorized to enter into contracts or agreements on behalf of the other Party or to otherwise create obligations of the other Party of any kind to third parties.

3. Term of Contract. The term of this contract shall be from April 10, 2020 to June 30, 2020. Notwithstanding the foregoing, this Agreement may be terminated at the convenience of either Party on five (5) business days' written notice to the other Party. On termination, each Party shall cease to perform any additional services. Termination shall not provide cause to give either Party a claim for damages for work to be performed after the time that notice of termination is served.
4. Compensation and Payment. The Parties agree that payments shall be based on the terms agreed to in Exhibit A.
5. Indemnification and Legal Compliance.

- a. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the "Indemnified Party") from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either Party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- b. The provisions of this Section 5 shall survive the expiration or termination of this Agreement with respect to any claims or liability arising prior to such expiration or termination.
- c. Each Party agrees, represents, and warrants to the other that it will abide by any and all laws, regulations, or other legal requirements applicable to its performing this Agreement. Each Party represents and warrants that it is not debarred or suspended from contracting with any government entity, and each Party will inform the other within five days if it becomes so. Each Party will notify the other within five days if it becomes subject to an investigation regarding its compliance with any laws, regulations, or other legal requirements applicable to its performance of services under this Agreement.

6. Insurance.

- a. TSA shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

☒ Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

☐ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

Initials _____/_____.

- b. Collaborator shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

☒ Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

☒ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

Initials _____/_____.

7. Additional Provisions. Collaborator acknowledges that this Agreement ☐ is ☒ is not subject to the provisions of one or more agreements for funding, attached hereto as Exhibit(s) _____ and made a part hereof as though set forth in full. If this Agreement is subject to such provisions, then Collaborator represents that Collaborator has read and agrees to comply with them in any way that they are applicable to Collaborator and as further made applicable to Collaborator by virtue of this Agreement. Initials _____/_____.
8. Reports and Auditing. Each Party, when requested, shall provide written reports to the other with respect to the services rendered hereunder. Each Party agrees to make available to the other Party all records necessary to verify its compliance with this Agreement, including, but not limited to schedules, wage records, payment records, receipts, and financial statements, all upon reasonable written notice or as required by law. Each Party agrees that any documents or records prepared for or provided to the other under this Section 8 will remain confidential unless otherwise required by law or expressly agreed in writing by the disclosing Party.
9. Confidentiality. Each Party agrees to abide by any requests for confidentiality that the other should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails, within the confines of the law. The Parties agree to treat all information related to third parties served under the scope of services of this Agreement as confidential, and each Party further agrees not to disclose such information without the prior, written consent of the person served and the other Party to this Agreement. The nature of the services provided under this contract ☐ does ☒ does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties, which if implicated is attached hereto as Exhibit _____ and made a part hereof as though set forth in full.
10. Subcontracting and Assignment. Neither Party may subcontract, delegate, nor assign any right or obligation under this Agreement to any third party without the prior, express, written consent of the other Party. Any such attempt to assign, delegate, or subcontract without proper approval shall be void.
11. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its scope of work.
12. Conflict of Interest. Each Party shall timely disclose to the other any relationship with any third party creating a potential conflict of interest, including other employment relationships, contracts, family and business associations by which the disclosing Party benefits, directly or indirectly, or has an interest, financial or otherwise. Each Party represents that there is no actual conflict of interest between its engagements, employments, or familial or contractual relationships with third parties and the other Party.
13. Governing Law. This Agreement shall be governed according to the laws of the state in which services are performed.
14. Entire Agreement. This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supercede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.

15. Severability. If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. Notices. Written notice by either Party to the other shall be effective five business days after mailing by registered mail to:

If to TSA:

with copy to

The Secretary for Business Administration
30840 Hawthorne Blvd
Rancho Palos Verdes, California 90275

If to Collaborator:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last below written:

THE SALVATION ARMY
a California corporation

By: _____

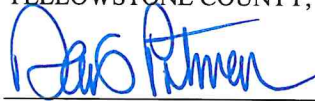
Its: _____

Attest: _____

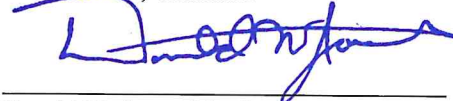
Its: _____

Dated: _____

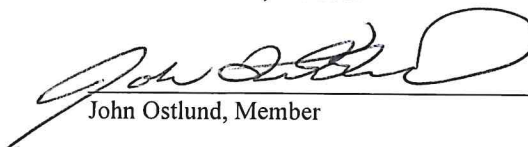
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Denis Pitman, Chairman



Donald W. Jones, Member



John Ostlund, Member

Attachment A

1. Staffing for the Isolation and Quarantine site at MetraPark Montana Pavilion. TSA agrees to:

- Provide the staffing of *5 on-call, non-public health workers* that are needed to monitor and facilitate guests at the isolation site.
- Provide the internal paperwork needed, supervise and schedule the staff, and will pay the staff \$16/hour. This is an on-call position and the employee will only be paid for hours worked. TSA will provide Yellowstone County with the contact information sufficient to notify the staff of the presence of guest(s).
- Will invoice Yellowstone County monthly.

Yellowstone County is responsible for providing the PPE necessary

Employee cost: \$25.43/per hour per employee = total payroll (\$20.66) + 23.1%

Payment is due 10 days after invoice.

Changes must be agreed upon by both parties. Changes will not go into effect until three-days after the agreed upon change(s).

Either party may cancel this MOU with five business days' notice.

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 04/21/2020

Title: Thank You Letter

Submitted By: Erica Wiley

TOPIC:

Thank You Letter Regarding Hakert & Falcon Heights Parks

BACKGROUND:

see attached

RECOMMENDED ACTION:

Consent - please return a scanned version of the executed letter to Erica and she will make sure that both Terry and Cal Cumin receive the letter.

Attachments

Thank You

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

April 21, 2020

Dear Terry:

This letter is to express our sincere appreciation for the donation of your time, expertise, and equipment in assisting Mr. Auzie Blevins in fabricating the support legs for two picnic tables needed for Hakert and Falcon Heights Parks, both located in the Blue Creek area. As you may know, the facilities budget for the Yellowstone County Park Board, who oversees these parks, is limited. Therefore, the Park Board depends heavily on the volunteer assistance of citizens such as you.

Mr. Blevins advises that he approached you on or about February 10 and, explaining their tight budget, asked if you would voluntarily bend the table legs without charge. You readily agreed and proceeded to use your tubing bender to make the necessary smooth 90-degree bends, using the tubing he provided. Mr. Blevins further advised some of the tubing he provided (which was donated to him) was, unknown to him, of inferior grade and could not be satisfactorily bent. Nevertheless, you patiently worked with him to identify the correct quality tubing needed, before successfully making the bends for the first picnic table. Mr. Blevins returned a few days later with additional, quality tubing that you promptly bent into legs for a second picnic table. Mr. Blevins has commented that your patience and friendly approach to the situation was remarkable and needs to be recognized and appreciated. The technical help you provided enabled him to finish construction of the picnic tables, photos of which are attached.

Thank you again, Terry, for being a great American and good citizen of Billings and Yellowstone County, Montana.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

Donald W. Jones, Member

John Ostlund, Member

c: Mr. Cal Cumin, Park Board Director, P.O. Box 35000, Billings, MT 59107
Enclosure



B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 04/21/2020

Title: FY21-22 Hildi Actuarial Contract

Submitted For: Jennifer Jones

Submitted By: Jennifer Jones

TOPIC:

Contract with Hildi Actuarials for Comprehensive Annual Financial Report

BACKGROUND:

Contract with Hildi Actuarials for Comprehensive Annual Financial Report.

RECOMMENDED ACTION:

Approve.

Attachments

Hildi

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated April 9, 2020 by and between Hildi Inc. with offices located at 14852 Scenic Heights Road, Suite 205, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and Yellowstone County with offices located at 217 North 27th Street, Billings, MT 59101 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Jennifer Jones
Assistant Finance Director
Yellowstone County
217 North 27th Street
Billings, MT 59101

If to Consultant: Hildi Inc.
14852 Scenic Heights Road
Suite 205
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: Yellowstone County

Consultant: Hildi Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	July 1, 2020	June 30, 2022
Base Fees			
The approximate budget for Hildi Inc. consulting services is as follows:			
	2020-2021 Fiscal Year	2021-2022 Fiscal Year	
GASB 75	\$5,500 - \$5,700	July 1, 2020 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending June 30, 2022. Approximately \$500	
These Base Actuarial Fees include the following:			
<ul style="list-style-type: none">• An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested.• A results meeting by conference call to discuss the results.• Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.• Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.			
All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated April 9, 2020.

Company: Yellowstone County

Consultant: Hildi Inc.

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 04/21/2020

Title: Contract for Road Striping

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Agreement with Streamline Markings, Inc. for the Striping of Various County Roads for the 2020 Striping Season

BACKGROUND:

Contract with Streamline Markings Inc. for the striping of various county roads for the coming 2020 striping season.

RECOMMENDED ACTION:

Approve the contract

Attachments

Contracts

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the _____ day of April 2020, by and between Yellowstone County, Montana (hereinafter called Owner), and Streamline Markings Inc., Billings, Montana (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor and equipment necessary for On Call paint striping of various Yellowstone County Roads as outlined in Streamline Markings price quote dated 4-25-2019

2. Contract Times

This contract will be in effect from April _____, 2020 through December 2nd, 2020. Projects will be as requested by the Public Works Department and will be performed as agreed by both parties.

3. Contract Price

The Owner shall pay the Contractor \$19.95 per gallon of paint applied per project upon completion and acceptance of the projects by the Owner. Any change orders for the project must be approved in writing by the County prior to the work being started.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal dated April 25, 2019.
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County / Public Works, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of

persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective April _____, 2020

OWNER:
Yellowstone County
Billings, Montana 59101

Denis Pitman, Chair

CONTRACTOR:
Streamline Marking Inc.
Billings, MT 59105


Authorized Signature

Attest:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 04/21/2020

Title: 2020 Salt Cedar Contract - NWTF

Submitted For: Joe Lockwood, Supervisor **Submitted By:** Joe Lockwood, Supervisor

TOPIC:

2020 Salt Cedar Grant Project Contract - Noxious Weed Trust Fund

BACKGROUND:

The 2020 Yellowstone River Salt Cedar Project will be a continuation of the 2019 Salt Cedar Project which will entail the control of massive and densely populated infestations of tamarisk along the Yellowstone River Riparian Area corridor. The 2020 project will begin at Road 14 North in the Huntley Project Area.

The Yellowstone River Salt Cedar Project has 4 main objectives; 1. **Protect Agriculture** - What is the number one important factor in agriculture? Water!!! Salt Cedar is called the Thirsty Tree, 1 solid acre of Salt Cedar can use up to 7.7 acre feet of water which is equivalent to 2.8 million gallons of water. Salt cedar can also take over valuable grazing lands thus reducing the economic profits for farmers and ranchers. With agriculture being the number one driver of the Montana Economy I feel its important to reduce this threat along the Yellowstone River in Yellowstone County. 2. **Prevent Flooding along the Yellowstone River** - Salt Cedar trees are a main threat to the old oxbow floodplain areas along the Yellowstone River and if left unchecked these areas are going to become so infested with overgrowth of Salt Cedar infestations. These old oxbow areas act as relief valves during the high-water season thus reducing the chance of flooding elsewhere. The number of Salt Cedar trees that we are finding in these areas is incredibly astronomic and require a large amount of herbicide and man hours to control. 3. **Reduce the threat to native habitat and native species** - Salt Cedar infestations that become dense and saturated cause vegetation loss of your more desireable plant species and degradation of native habitats that are critical in maintaining a healthy functioning ecosystem. 4. **Reduce the potential for fire** - monocultures of salt cedar create dense brush like growth with lots of ground duff which is very flammable. Fires that occur in areas that are dense with salt cedar burn with the same types of fire behavior which is very characteristic of large forest fires.

RECOMMENDED ACTION:

Please approve and sign page 7 and submit to cbearden@mt.gov by April 23, 2020.

Your support is greatly appreciated.

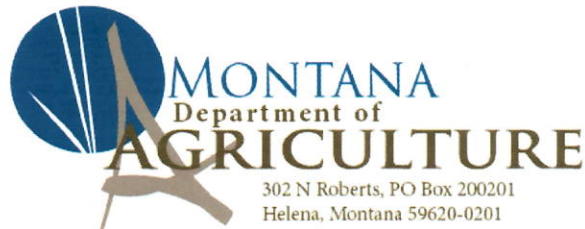
Thank You
Joe Lockwood

Weed Coordinator

Attachments

2020 Salt Cedar Contract

Steve Bullock
Governor



Ben Thomas
Director

406.444.3144 • Fax: 406.444.5409 • agr@mt.gov • www.agr.mt.gov

April 8, 2020

Joe Lockwood
Yellowstone County Weed District
3319 King Avenue East
Billings, MT 59101

Dear Joe,

Congratulations on the award of your Noxious Weed Trust Fund Grant! Your project, "2020 Yellowstone River Saltcedar Project - Yellowstone County" will be referred to as **MDA Grant 2020-040**. The grant contract is attached for review and signatures. **Please print the contract, enter the tax identification number and mailing address for the Project Funding Recipient, and acquire authorized signatures. Email the completed contract to cbearden@mt.gov by April 23, 2020. Please let me know if there will be any delays.** The contract may be returned by mail if needed.

To expedite reimbursement for completed grant activities:

1. Refer to Section 24 - Date and Signature in your contract for the effective date of the contract agreement. Project expenses may not be incurred prior to this date.
2. Project Funding Recipients must follow Montana's Prevailing Wage Law for project contractor wages in excess of \$25,000. Contact your county attorney, or a Prevailing Wage Compliance Officer at the Labor Standards Bureau (800-541-3904 or 406-444-4503) to ensure full compliance.
3. Any meals approved in the project budget will be reimbursed at state per diem rates.
4. Project status reports are submitted to the Department by **November 30th** outlining grant activities. Photo points are taken at regular intervals throughout the project and submitted with the final status report. Status reports and photo points are submitted using WebGrants at <https://funding.mt.gov>. The final status report and claim must be submitted no later than 30 days after the contract term date.
5. Claims for reimbursement of project expenditures are submitted by the Project Funding Recipient through WebGrants. Reimbursements are made to the financial officers of the Project Funding Recipient organization. The Project Funding Recipient is responsible for disbursing reimbursement payments to project participants. Allow approximately three

weeks to receive funds. The final 10% of grant funding is retained pending approval of the final status report, claim and verification of matching funds.

6. Establish a separate Special Revenue Fund for this grant so that funds may be tracked. Grants awarded to a county must operate through the county's financial system, as the county will be accountable for the proceeds. If you have additional questions on this procedure, please contact Local Government Assistance at 841-2909.

We look forward to seeing your progress with this project. If you have any questions, please contact us.

Jasmine Reimer jreimer@mt.gov 444-3140 / Greta Dige greta.dige@mt.gov 444-7882

Carol Bearden cbearden@mt.gov 444-7880

Sincerely,
Carol

Carol Bearden
Weed Program Specialist

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
2020 YELLOWSTONE RIVER SALT CEDAR PROJECT - YELLOWSTONE COUNTY
MDA NUMBER 2020-040

1. PARTIES: Montana Department of Agriculture, the "Department", and Yellowstone County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2021 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities along the Yellowstone River in Yellowstone County beginning in 2020.

4. SCOPE OF WORK: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 199 acres of tamarisk along the river corridor with ground equipment as listed in the grant application,
- diminish the threat to old oxbow floodplain areas along the Yellowstone River by monitoring and treating old infestations as well as new infestations of tamarisk,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (<http://www.eddmaps.org>),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. SUPPORTING DOCUMENTS:

Appendix A: "2020 Yellowstone River Saltcedar Project - Yellowstone County" grant proposal.

Appendix B: Revised WebGrants components in initial grant version.

6. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: The Project Funding Recipient has the primary responsibility for directing, supervising and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:

- Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
- Project herbicide costs may not exceed current state bid prices by more than 15%.
- Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.

8. ACCESS FOR MONITORING AND REVIEW: The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$30,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$30,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

11. REPORTING, RECORD KEEPING AND AUDITS:
FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2020-040."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joe Lockwood, Yellowstone County Weed District, 3319 King Avenue East, Billings, MT 59101, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or

mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. ASSIGNMENTS: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified or otherwise altered without written agreement of both parties.

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. SEVERABILITY: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. TERMINATION:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2020 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY:  Joe Lockwood 4/13/2020
Signature - Contact Person Printed Name Date

BY: _____
Signature - County Commissioner or Tribal Representative Printed Name Date

BY:  NORMAN F. MILLER 4/13/2020
Signature - Weed Board Chair or Other Authorized Representative Printed Name Date

Project Funding Recipient Tax Identification Number 81 - 6001449

Mailing Address P.O. Box 35015 Billings, MT 59107

Montana Department of Agriculture

BY:  April 8, 2020
4BC8F16FF9CB44F... Date
Christy Clark, Deputy Director

354W-OPER / \$30,000

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

One Temporary FTE to Maintain the Yellowstone County Riverside Cemetery

BACKGROUND:

Item put on the agenda per Commissioner John Ostlund.

RECOMMENDED ACTION:

Approve

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Detention Facility - 1 Salary & Other; Youth Services Center - 1 Termination

BACKGROUND:

Changes in personnel at Yellowstone County.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

APR 15 2020

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: David Porter Effective Date: 4/22/2020
Current Title: Counselor Supervisor Gr. Salary \$ 27.72
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: ✓ New Hire:
Regular Part Time: Rehire:

Temp Full Time: Termination: ✓
Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:

Name
New Budgeted Position Demotion:

Other: Reclassification:

Funding: 2399 - 235 - 42050 - 111 Percent 100% New Account
Percent Split Account

Jane Kelly 4/13/2020
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
St. Leguina 4-14-20 4-15-2020
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

Chair

Member

Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation District 10-17-19

Lockwood Irrigation District 11-20-19

Lockwood Irrigation District 12-18-19

Lockwood Irrigation District 01-15-20

Board Meeting Minutes
October 7th, 2019

The October meeting of the Lockwood Irrigation District was held at the Lockwood Water Office, 1644 Old Hardin Rd. Present were Board Members Merrill Walker, Terry Seiffert, and Bob Riehl; Manager Carl Peters, and Secretary/Treasurer Hank Peters. The meeting was called to order at 7:06 p.m. by President Merrill Walker.

The Minutes of the September 18th, 2019 Board meeting were reviewed, and a Motion was made by Mr. Seiffert, 2nd by Mr. Riehl, to approve as written. Motion carried.

NEW BUSINESS

- 1. LID Intake Maintenance:** Manager reports that there are no new estimates for repairing three washouts.
- 2. Pump Station & Lift Pipes Rehabilitation Project:** The Manager talked with Bond Counsel and it was agreed that there was insufficient time to determine individual electors of multiple property owners, and to deliver a list of all eligible voters of the District, with the amount of votes per each tax code to the Election Administrator by the deadline. 178 mailings must be sent to properties with multiple owners, such as corporations, trusts, etc. Included in the mailing are tax codes, the amount of votes the property has, and a copy of M.C.A. 85-7-1710, the law that governs Irrigation District Elections. Resolution #82119 was passed at the August 21st, 2019 meeting. It authorized the December 10th Bond Election. Mr. Seiffert made a Motion to vacate the December 10th Bond Election and to notify the Election Administrator of that cancellation. Mr. Riehl seconded the motion. Motion carried. Mr. Seiffert then made a motion to adopt a Superseding Resolution to hold the Bond Election on February 25th, 2020, to meet the criteria as set forth in the chronology set by Bond Counsel and that the appropriate notices be given to the multiple property owners, pursuant to the adoption of that resolution. In the same format as the previous resolution, with adjusted dates. (This motion was not seconded or voted on). It was suggested that the letter to multiple property owners would be sent out by October 15th, with responses due November 15th. The Board will certify the electors at the November 20th meeting. Although not required for this type of Bond Election, the costs of the Bond to property owners has been requested from Bond Counsel. A "Debt Service Schedule" based on 3% interest for 20-year & 30-year loans on the \$750,000.00 will be provided by the DNRC. Estimated total votes is 2,470. Discussion of the requirements for a successful Bond Election and the question of 50% of the total lands of the District or 50% of the lands represented by the voters.
- 3. LID Audit:** The Manager has offered to get in contact with Mr. Matt Hjelm of Wipfli Accounting Co. for an update on the audit of the District.
- 4. LWSD-LID Joint Water Rights Study:** The joint study is on the October 9th Lockwood Water & Sewer District meeting agenda.
- 5. Weaver Lateral Issue:** The Manager presented photos of the pipe in the lateral at 1727 Robin Ave. The 12" pipe, installed by Mr. Bill Grice, was plugged badly. Mr. Jim Weaver had previously complained to Mr. Seiffert about the pipe being too small & having to clean the screen when the pipe was installed by Mr. Grice. Mr. Seiffert offered to write a letter to Mr. Weaver which will state that this is the first year it has been plugged and has never been an issue, since previous users have always kept it cleaned. In addition, the pipe is the proper size.

OLD BUSINESS

1. **60' & 100' Box Elder Creek Siphons:** 9-26 both siphons have been pumped. Each siphon took about three hours. To improve the drain on the 100', Merrill suggested extending the outlet drain to ground level. The Manager would like to add chain locks to the drain lids in both locations.
2. **Updated 2014 L.I.D. Rate Study:** The study is on hold.
3. **Canal Leaks:** No news.

MANAGER'S REPORT

The Becraft sidewalk project will not affect the lateral at 2945 Becraft, because the position of the lateral is known by the contractors. Silt has yet to be removed from the pumphouse. Pace Construction will remove the silt. The I-90 bridge project continues. The pump truck has been winterized. The Briggs & Stratton pump has dark oil, but the Honda pump does not despite similar usage. The trash pump truck and pressure washer will be winterized soon. The Dodge ½ ton truck has a shimmy and will be sent to Cory's Auto Repair. The Manager found three tax codes with incorrect addresses in the MDOR Excel file.

SECRETARY'S REPORT

The trial balance for September was not received before the meeting and will be presented at the November meeting. A list of checks written September 19th through October 7th was presented to the Board. The \$139.00 Visa rewards will be used as a credit to the card.

With no further business, a motion to adjourn was made by Mr. Riehl, seconded by Mr. Seiffert. Meeting adjourned at 8:16 p.m. Next monthly meeting will be November 20th, 2019.

Respectfully submitted,
Hank Peters
Secretary/Treasurer

Board Meeting Minutes
November 20, 2019

The November meeting of the Lockwood Irrigation District was held at the Lockwood Water Office, 1644 Old Hardin Rd. Present were Board Members Merrill Walker, Terry Seiffert, and Bob Riehl; Manager Carl Peters, and Secretary/Treasurer Hank Peters. Past Secretary/Treasurer Cindy Matus and Mike Ariztia, Manager of the Lockwood Water & Sewer District, also attended the meeting. The meeting was called to order at 7:01 p.m. by President Merrill Walker. Mr. Walker presented Cindy Matus with a plaque and gift certificate in recognition of her 23 years as Secretary/Treasurer. It was noted that in 97 years, Lockwood Irrigation District has only had four people serve as Secretary/Treasurer.

The Minutes of the October 7th, 2019 Board meeting were reviewed, and a Motion was made by Mr. Seiffert, 2nd by Mr. Riehl, to approve as written. Motion carried.

NEW BUSINESS

- 1. LWSD-LID Joint Water Rights Study:** Mr. Ariztia and the Board discussed the scope of the study, with Mr. Riehl asking about the potential for both districts to share employees and other resources. Mr. Walker and Mr. Riehl also asked about a potential permanent storage area for LID vehicles. Mr. Ariztia said that the LWSD has been trying to acquire additional water rights for a while but had not discussed pooling resources with the District. Mr. Seiffert and Mr. Walker agreed that the first question that needs to be answered before the study is how much of the LID water rights are needed by the District and if LWSD and the District can share water rights. Mr. Ariztia said the LWSD needs a permanent agreement. Mr. Ariztia will check with the LWSD attorney, Matt Williams, about the options the LWSD has for acquiring water rights from the District and how much separation is required between the two districts.
- 2. Pump Station & Lift Pipes Rehabilitation Project:** Resolution No. 112019 to submit to electors of the District the question of incurring bonded indebtedness not to exceed \$750,000.00 for a DNRC Loan to finance the replacement of lift pipes, pumps and the Box Elder Creek Siphon was read aloud by the Secretary. Mr. Walker, Mr. Seiffert, and Mr. Riehl voted in favor of the resolution. The Secretary will deliver copies of the resolution to the Yellowstone County Election Office and Bond Counsel within three days of the meeting. The election date will be February 25th, 2020. The 60-day deadline for the District to send the list of qualified electors to the County Election Office is December 27th, 2019. The Manager reported three returns on pre-election informational mailings. One was human error, but two were returned despite being addressed correctly. The rough estimate of the total number of votes is 2,470. 1,248 are single votes, 1,033 are votes for trusts and corporations, and 189 are individual property owners with multiple votes. The total District acreage is 2,100. The Manager will ask Dan Semmens about the cost per acre for the Resolution.
- 3. I-90 Project:** The Manager met with Stephanie Hudock and Leif Sande of Sanderson Stewart regarding approximately 14 I-90 irrigation crossings on October 17th. Mr. Seiffert made a motion that the Manager will draft a letter stating the District's position is to retain all irrigation crossings for present and future use. Mr. Riehl seconded the motion. Motion passed.
- 4. LID Audit:** The Manager emailed Mr. Matt Hjelm of Wipfli. The Manager sent Mr. Hjelm minutes of District meetings from 2017 to the present. The Manager will have to draft a Letter of Intent.

5. **Weaver Lateral Issue:** Mr. Seiffert emailed a letter to Mr. Jim Weaver, who had complained about the lateral plugging. Mr. Weaver responded that he cleans the screen every time he uses it. A letter will be drafted to the property owner, Mr. Bill Grice, stating that the pipe must be flushed. The letter will give Mr. Grice the option of the District having Pace Construction flush the pipe and assess the cost to Mr. Grice or Mr. Grice contracting the work himself.
6. **LID Intake Maintenance:** No news to report.

OLD BUSINESS

1. **Updated 2014 L.I.D. Rate Study:** The study is on hold until after the Bond Election.
2. **Canal Leaks:** No news to report.

MANAGER'S REPORT

The District now has a corporate seal rubber stamp, with an embosser on order, since the original embosser could not be located. A tree was removed from the 60' canal at 1249 Highway 87 East. Pace Construction will be removing silt from the pumphouse intake on November 22nd. The U-joints on the '98 Dodge have been replaced. Another truck will be dropped off November 22nd at Cory's Auto Repair for repairs. The lock-chains have yet to be installed on the 60' & 100' siphon drain covers. The drain and screens are yet to be replaced. Lonnie Beckel will rent a forklift to replace the screens, which are too rusty. NorthWestern Energy has yet to contact the Manager regarding the November bill, which was much higher than previous months despite the pumps being shutoff. The Manager took a picture after shutting down and locking the pumps. The secretary of Hope Lutheran Church contacted the Manager asking for the church to be removed from the assessments. Charity Baptist Church made a similar request. The Manager found in the minutes for the March 1990 meeting that Mr. Bob Dunker wanted Hope Lutheran Church removed from the assessments, but the request was denied because the District has always included churches in the assessments. Last year, MDOR erroneously left churches and schools off the assessment list. As a result, the Manager has let both churches know that they were correctly included in the assessments. A potential buyer of 1325 Maxer Circle wanted a fence extension into the District's easement. This request was denied because of the precedent it would set.

SECRETARY'S REPORT

The Secretary presented the budget reports for September and October, along with discussion regarding the disputed Northwestern Energy statements and changing the District's VISA card from Cindy. A list of checks written October 8th through November 20th was presented to the Board. Discussion followed regarding the

With no further business, a motion to adjourn was made by Mr. Seiffert, seconded by Mr. Walker. Meeting adjourned at 8:48 p.m. Next monthly meeting will be December 18th, 2019.

Respectfully submitted,
Hank Peters
Secretary/Treasurer

Board Meeting Minutes
December 18, 2019

The December meeting of the Lockwood Irrigation District was held at the Lockwood Water Office, 1644 Old Hardin Rd. Present were Board Members Merrill Walker, Terry Seiffert, and Bob Riehl; Manager Carl Peters, and Secretary/Treasurer Hank Peters. The meeting was called to order at 7:00 p.m. by President Merrill Walker.

The Minutes of the November 20th, 2019 Board meeting were reviewed, and a Motion was made by Mr. Seiffert, 2nd by Mr. Riehl, to approve as written. Motion carried.

NEW BUSINESS

- 1. LWSD-LID Joint Water Rights Study:** The District is waiting for the Lockwood Water and Sewer District to contact their water rights attorney regarding the feasibility of selling water rights.
- 2. Pump Station & Lift Pipes Rehabilitation Project:** Manager reports that only 25 of 180 tax codes with multiple owners have responded to the letter. The property owners who didn't respond won't get a ballot. The Manager will email engineers to determine the average cost per acreage and email bond counsel regarding the Bond cost estimates for the District for both agricultural and residential properties using either a per acre assessment or a percentage increase to all properties. Discussion followed regarding the requirement that a majority of acres in the District must be represented for a successful Bond Election. The costs of the Bond Election are estimated at \$1.00 per ballot, about \$1,500.00 total. Manager will email Bond Counsel asking if Bond Counsel charges are different if the Bond Election fails. Options to the District in the event of a Bond Election failure were also discussed. Mr. Riehl suggested drafting letters to be included with the ballots explaining why the District needs the resolution to pass. Mr. Walker said that one letter should be drafted by the board members.
- 3. I-90 Project:** The Manager will draft a letter to Stephanie Hudock, PE of Sanderson Stewart Engineering stating the District's position is to retain all the I-90 irrigation crossings as outlined in the original 1964 plans.
- 4. LID Audit:** The Manager is currently gathering information regarding the values of inventory, infrastructure, and other assets for depreciation purposes for the upcoming audit.
- 5. Weaver Lateral Issue:** Mr. Seiffert forgot to draft a letter to Mr. Bill Grice regarding a pipe that must be flushed. Mr. Seiffert will send out the letter, which will give Mr. Grice the option of the District contracting the work to Pace Construction and assessing Mr. Grice for the cost or Mr. Grice choosing his own contractor and paying himself.
- 6. LID Intake Maintenance:** Rock Solid Contracting will provide the Manager with an estimate for repairing three washouts in the spring of 2020.

OLD BUSINESS

- 1. Updated 2014 L.I.D. Rate Study:** The rate study is on hold.
- 2. Canal Leaks:** Leaks on the 100' canal at Sunrise and Greenwood will be fixed in the spring.

MANAGER'S REPORT

Silt was removed at the pumphouse by Pace Construction. Wiedrick Crane Service removed the five 4' x 10' inner screens at the Pump Station after the Manager was unable to remove the screens using a

truck. The Manager will get locking chains welded to the drain access lids on the 100' siphon at Cedar Canyon and the 60' Box Elder Creek siphon. The '98 1 T Dodge diesel is at Cory's Auto Repair with the stabilizer bar, timing housing, pinion seal, and rear differential being replaced. Chunks of gear were found broken off in the Power Lock limited slip differential on the Dodge. The differential will be replaced with a used differential because the original design is not manufactured anymore.

SECRETARY'S REPORT

The NorthWestern Energy bill has been reduced after an inquiry from the District resulted in an actual meter reading as opposed to the previous estimate. The Secretary presented the budget report for November. A list of checks written November 21st through December 18th was presented to the Board.

With no further business, a motion to adjourn was made by Mr. Seiffert, seconded by Mr. Riehl. Meeting adjourned at 8:16 p.m. Next monthly meeting will be January 15th, 2020.

Respectfully submitted,
Hank Peters
Secretary/Treasurer

Board Meeting Minutes
January 15, 2020

The January meeting of the Lockwood Irrigation District was held at the Lockwood Water Office, 1644 Old Hardin Rd. Present were Board Members Terry Seiffert and Bob Riehl, Manager Carl Peters, and Secretary/Treasurer Hank Peters. President Merrill Walker was absent. The meeting was called to order at 7:12 p.m. by Vice President Terry Seiffert.

The Minutes of the December 18th, 2019 Board meeting were reviewed, and a Motion was made by Mr. Riehl, 2nd by Mr. Seiffert, to approve as written. Motion carried.

NEW BUSINESS

- 1. LWSD-LID Joint Water Rights Study:** No news to report.
- 2. Pump Station & Lift Pipes Rehabilitation Project:** Manager sent the draft elector list on December 19th to the Yellowstone County Election Department. The District received an Election Approval Letter from the Montana Secretary of State on December 23rd. The certified elector list was sent to the Yellowstone County Election Department on January 9th. The District will use Mailing Technical Services to mail out a letter to each property owner in the District from President Merrill Walker explaining the need for the bond election. Included with the letter will be four photos the Manager shot of water leaking from the lift pipes.
- 3. I-90 Project:** The Manager will draft a letter to Stephanie Hudock of Sanderson Stewart stating the District's position to retain all irrigation crossings in place as the original 1964 plans do.
- 4. LID Audit:** The Manager and Secretary will meet with Mr. Matt Hjelm of Wipfli on January 20th to discuss the audit of Fiscal Year 2018.
- 5. Weaver Lateral Issue:** Mr. Seiffert drafted a letter to Mr. Bill Grice, who owns the property with the clogged lateral. The letter will give Mr. Grice the choice of fixing the lateral himself or having the District contract the work and assess Mr. Grice the cost. The letter will be signed by Mr. Walker.
- 6. LID Intake Maintenance:** The estimate for repair costs for three washouts will be done in the Spring of 2020.

OLD BUSINESS

- 1. Updated 2014 L.I.D. Rate Study:** The rate study remains on hold.
- 2. Canal Leaks:** The 60' canal has leaked at 2532 Silverton for years. The Manager fixed it with a bentonite blanket, but it is not a permanent fix.

MANAGER'S REPORT

The amount of assistance provided by the District for removing trees on Spotted Jack Loop will be determined after the 2020 budget is set. Hope Lutheran Church again requested removal from the assessment list. The Manager sent the September minutes to the Montana Department of Revenue, who had been contacted by the Church. The minutes were forwarded to the Church. The Secretary of the Church contacted the Manager about covering the lateral between the Church and Highway 87. The Manager responded that if the Church installs a pipe, they can cover the lateral.

SECRETARY'S REPORT

The trial balance reports for December have not shown. The Secretary has submitted an application to U.S. Bank for a credit card in his name.

**With no further business, a motion to adjourn was made by Mr. Riehl, seconded by Mr. Seiffert.
Meeting adjourned at 7:54 p.m. Next monthly meeting will be February 19th, 2020.**

Respectfully submitted,
Hank Peters
Secretary/Treasurer

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 04/21/2020

Title: Carroll Drainage District Election Results

Submitted By: Erica Wiley

TOPIC:

Carroll Drainage District Election Results

BACKGROUND:

see attached

RECOMMENDED ACTION:

File

Attachments

Carroll Drainage District

April 2, 2020

Clerk of the District Court
County of Yellowstone
P.O. Box 35053
Billings, MT 59107

SUBJECT: Carroll Drainage Board Election Results

TO WHOM IT MAY CONCERN:

Results of the Carroll Drainage Board election held during the Annual Meeting on April 2, 2020 were as follows:

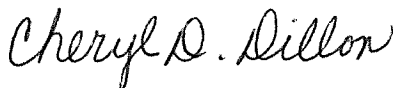
RUSSELL M. DILLON - Term May 2020 to May 2023.

Other Carroll Drainage Board members as follows:

CHERYL D. DILLON - Term May 2019 to May 2022.

CASEY H. SPARKS - Term May 2018 to May 2021.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl D. Dillon".

Cheryl D. Dillon
SECRETARY
Carroll Drainage District

cc: Yellowstone County Election Administrator

Minutes of Annual Meeting of CARROLL DRAIN BOARD
April 2, 2020

Annual Meeting of Carroll Drainage Board held by speaker telephone at 1410 Janie St., and 8091 Hawthorne Lane, Billings, Montana, at 7:00 P.M. on Thursday, April 2, 2020. Meeting called to order by Commissioner Casey Sparks

ITEMS OF BUSINESS TO BE CONSIDERED BY THE BOARD:

Minutes of 2019 Annual Meeting read and approved by Russ Dillon, Casey Sparks, and Cheryl Dillon. Discussed advertisement of notice of annual meeting which was published 3 times in the Billings Times and the Billings Gazette as mandated by Montana Title 13 Election Laws. Motions made and approved to pay both invoices for these services.

Discussion of our ongoing drain inspections and our continuing proactive maintenance program. Samantha Colbrese, General Manager with Pace Infrastructure Systems Specialists, has been contacted to cut tree roots and wash out drains as directed by Commissioners who believe that their services have substantially increased flows in problem areas at 1817 Bitterroot, 1709 Natalie Street and manholes on Barrett Road where the drain extends eastward to the outlet pond near the Yellowstone River. We shall again contact Pace as we continue to monitor the problem areas at 1817 Bitterroot, 1709 Natalie Street, and two manholes on Barrett Road as the drain extends eastward to the outlet pond near the Yellowstone River. We also discussed and plan to inspect ASAP as many locatable manholes as possible in the balance of the entire drainage system. Inspection will be made at discretion of commissioners and will be dependent on weather conditions. Motion was made by Commissioner Russ Dillon and seconded by Commissioner Casey Sparks to continue to use contract labor if deemed necessary to assist with drain maintenance where extensive manual labor is required and cannot be performed by commissioners.

We have been advised that the Habitat For Humanity building project which is in progress on the east side is utilizing a "French drain" which they assure us will not affect the Carroll Drainage System. Another building project across the street on the corner of Wicks Lane and Hawthorne has connected into the storm drain on Wicks Lane, we are advised.

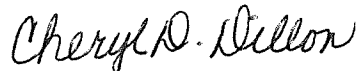
Financial discussion by Board Members. Carroll Drain Fund Balance is \$45,009.34 as indicated by Trial Balance-On Demand Report dated 03-01-2020 which was printed in the Office of the County Treasurer. Within the past calendar year, 04-2019 to 04-2020, expenditures total \$10,446.59 per our Yellowstone County purchase requisition copies.


Again discussed increasing taxes from \$7.50 per member per year to \$10.00 per member per year if additional funding is required for more aggressive drain maintenance, i.e. removing and reinstalling sections of 18" pipe in the drain which are slowly becoming clogged with tree roots and debris. It was again decided and voted by the Commission to use a "wait and see" basis to determine if that will become necessary. Voted for taxes to remain at \$7.50 per annum per member at the present time.

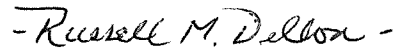
With Coronavirus in effect there were no other meeting attendees. However, Carroll Drainage board members agreed to continue to serve. Commissioner Russell Dillon was elected term May 2020 to May 2023. As board business was concluded, motion was made to adjourn meeting by Commissioner Casey Sparks and seconded by Russ Dillon.

Meeting adjourned.

SIGNED:


Cheryl D. Dillon, Secretary


Casey H. Sparks, Commissioner


Russell M. Dillon, Commissioner

cc: Yellowstone County Election Administrator

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

HRDC General Relief Assistance Program Quarter Ending March 31, 2020

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

HRDC General Assistance Program



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL

April 6, 2020

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

RE: General Relief Assistance Program

Enclosed please find the program report for the quarter ending March 31st, 2020.

Sincerely,

A handwritten signature in blue ink that reads "Penny Beard". The signature is written in a cursive, flowing style.

Penny Beard
Case Manager
HRDC DISTRICT 7

cc: Kevan Bryan, Finance Director
Yellowstone County
PO Box 35003
Billings, MT 59107



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL
Yellowstone County General Relief Program
As of March 31, 2020

Rent Assistance

Currently enrolled participants	15
Applications on the Waiting List	0
Applications Currently Pending	0
Participants closed this quarter/no longer eligible	4

Total Participants Served **19**

During this quarter, there were 187 supportive services/case management contacts.

Two clients were closed due to receiving benefits, and two clients were closed due to no longer qualifying for General Assistance.

All of the participants have been diagnosed with chronic physical or mental health disabilities that prevent them from obtaining gainful employments and are unable to provide for their basic needs. They are all in the process of applying for Social Security Disability benefits. The qualification process for disability benefits often is very lengthy, and can exceed a year. This program provides for their basic shelter needs during this interim period during which time they have no source of income.

This program is their only resource available to provide for shelter costs. They do not have minor children and do not qualify for TANF. The public housing waiting lists are lengthy with an average waiting time of 1 year, and local non-profits are limited to the rent assistance they can provide – often only to those households with steady employment.

County Burial Assistance

During the quarter ending March 31, 2020, HRDC approved 12 requests for county burial assistance. Three cremations were veterans who will be buried at the Veterans Cemetery, nine cremations will be buried at Riverside

Yellowstone County General Relief Program
Grant Financial Report
Quarter and Year-to-Date for the Period Ending March 31, 2020

	<u>Direct Services</u>	<u>Admin Fee</u>	<u>Total</u>
County Program Funds	\$ 110,000.00	\$ 20,625.00	\$ 130,625.00
Plus CSBG Support			-
Plus Social Security Reimbursements	18,483.50		19,203.50
Plus Interest Income	313.04		921.44
Carryover Year 1	121,722.77		121,722.77
Carryover Year 2	-		-
Current Year Carryover	<u>10,467.07</u>		<u>(289.98)</u>
Program Funds Available	<u>260,986.38</u>	<u>20,625.00</u>	<u>272,182.73</u>
Housing-rent	16,323.12		47,851.33
Hygiene	1,200.00		3,840.00
Utilities	528.43		2,025.23
Burial (net of refunds)	17,997.35		43,420.35
Social Security Supportive Services	590.00		1,883.50
Headstones	<u>-</u>		<u>-</u>
Total Provided Client Services	36,638.90		99,020.41
Operating Fee		<u>20,625.00</u>	<u>20,625.00</u>
Net Available for Services	<u><u>224,347.48</u></u>	<u><u>-</u></u>	<u><u>152,537.32</u></u>

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 04/21/2020

Title: Budget Transfers for Sheriff and Treasurer

Submitted For: Kevan Bryan, Finance Director

Submitted By: Kevan Bryan, Finance Director

TOPIC:

Budget Transfers for Sheriff and Treasurer

BACKGROUND:

SO has need for a replacement copier and the TO has need to replace a failed laptop. Both rrequired budget transfers under Policy #18-121 (N)

RECOMMENDED ACTION:

File. To be recapped at end of FY.

Attachments

Budget xfer SO & TO

Yellowstone County



FINANCE
(406) 256-2718
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

April 10, 2020

Board of Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfers within the General Fund and the Public Safety-Sheriff Fund.

Your Policy #18-121 in Section N gives my department the authority to move up to \$25,000 within a fund. This has been routinely performed over the years where unexpended funds are projected for that fund. These are then recapped both at the mid-year budget review and the end of year in one resolution for Board approval.

This letter is intended to inform the Board of our intent to move \$5,465.00 of budgeted expenditure authority from the Sheriff Fund Contingency account (2300.000.135.420180.850) to the Sheriff Fund-Admin Capital -Equipment account (2300.000.130.420110.940). The office is in relatively urgent need of a multi-purpose copier/printer to replace a failed machine. Next, we intend to move \$1,889.00 from the General Fund Contingency account (1000.000.199.411800.850) to the Treasurer's office Capital – Equipment account (1000.000.113.410540.940) to replace a laptop that is essential to operations of the treasurer in her activities as superintendent of schools.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval at the end of FY20.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kevan Bryan".

Kevan Bryan
Finance & Budget Director

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 04/21/2020

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report - March, 2020

BACKGROUND:

Full copy available in the Finance Department and the Clerk and Recorder's Office.

RECOMMENDED ACTION:

Place to file.

B.O.C.C. Regular

Agenda Item 4. a.

Meeting Date: 04/21/2020

Title: Contract for Gravel Maintenance Morgsn Hill Estates

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract with Jim Rooney for Gravel Maintenance for Morgan Hill Estates RSID 693

BACKGROUND:

Contract with Jim Rooney for adding gravel and grading Samantha Lane in Morgan Hill Eststaes

RECOMMENDED ACTION:

Place contract to file

Attachments

contracts

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 8th day of April 2020, by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. **Scope of Work**

Contractor shall provide all labor and equipment necessary to provide 6 truck and pup loads of recycled base gravel and the grading of all public constructed roads, including cul-de-sacs located in the Morgan Hill Estates Subdivision, RSID 693, as outlined in the attached Scope of work dated April 9th, 2020.

2. **Contract Times**

This contract will be in effect from April 13th, 2020 until May 20th, 2020. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. **Contract Price**

Base Bid - \$3150.00

4. **Contractors Representation**

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work dated April 9th, 2020.
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and sub Contractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-Contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County -, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County-, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County-, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent Contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of

persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination


This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective April 14th, 2020

OWNER:
Yellowstone County
Billings, Montana 59101

CONTRACTOR:
Jim Rooney
8100 Shepherd Rd Shepherd Mt 59079



Tim Miller

 04-14-2020

Jim Rooney

B.O.C.C. Regular

Agenda Item 4. b.

Meeting Date: 04/21/2020

Title: Contract for Gravel Maintenance Hill Estates

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract with Jim Rooney for Gravel Maintenance for Hill Estates Subdivision RSID 726

BACKGROUND:

Contract with Jim Rooney for grading the roads in Hill Eststares Subdivision RSID 726

RECOMMENDED ACTION:

Place contract to file

Attachments

RSID Quotes

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 8th day of April 2020, by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. **Scope of Work**

Contractor shall provide all labor and equipment necessary to provide the grading of all public constructed roads, including cul-de-sacs, located in the Hill Estates Subdivision, RSID 726, as outlined in the attached Scope of work dated September 26th, 2018. Hill Estates Subdivision is located south of Billings Mt.

2. **Contract Times**

This contract will be in effect from April 10th, 2020 until May 20th, 2020. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. **Contract Price**

Base Bid - \$3250.00

4. **Contractors Representation**

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work dated September 26th, 2018.
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and sub Contractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-Contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County -, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County-, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence. And for which Yellowstone County-, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent Contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Contractors to the same provisions. In

accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination


This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

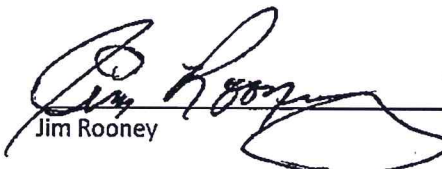
This Agreement will be effective April 10th, 2020

OWNER:
Yellowstone County
Billings, Montana 59101

CONTRACTOR:
Jim Rooney
8100 Shepherd Rd Shepherd Mt 59079



Tim Miller



Jim Rooney

B.O.C.C. Regular

Agenda Item 4. c.

Meeting Date: 04/21/2020

Title: River Ranch Weed Contract

Submitted For: Tim Miller, Public Works
Director

Submitted By: Darin Swenson

TOPIC:

Agreement with Wright Company to Provide Weed Control in River Ranch Retreat

BACKGROUND:

River Ranch Retreat would like weeds taken care of along the roads within their subdivision

RECOMMENDED ACTION:

Approve

Attachments

River Ranch Weed Contract

Standard Form of Agreement for Weed Control between Yellowstone County and Contractor on the Basis of a Stipulated Price

This agreement is dated as of the 24 day of March, 2020, by and between Yellowstone County, Montana (the County), and Wright & Co, Roberts, Montana (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

Scope of Work: Provide weed control in the spring and possibly the fall of 2020 on the following streets:

- Labrador Drive from River Road to the cul-de-sac
- Beretta Drive from River Road in its entirety
- Retreat Drive from Labrador Drive in its entirety

Ms. Hakert can be reached at 811 Beretta Dr, 307-763-0099.

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from March 24, 2020 until November 30, 2020. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the Contractor \$1,925 per application of product along the paved roads.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between the County and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated March 24, 2020.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.

- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County /Public Works, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The

defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.

- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

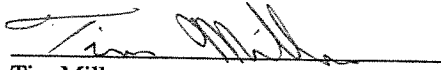
8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

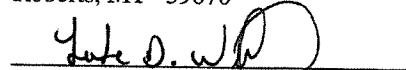
This Agreement will be effective March 24, 2020.

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:
Wright & Co
Roberts, MT 59070



Luke Wright
Wright & Co

Weed Control
Scope of Work – Specification Sheet
March 24, 2020

The scope of work includes the following:

- River Ranch Retreat is located south of Laurel, Montana. An aerial map showing its location and the areas for weed control is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The areas for weed control are: all constructed roads in the Subdivision, including cul-de-sacs.
- Weed control will be expected in the spring of 2020 and possibly in the fall depending on the results of the spring application.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.

- After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Member: Linda Hakert

Address: 811 Beretta Dr, Laurel, MT 59044

Phone: 307-763-0099

Email: _____



WRIGH-1

OP ID: RG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GLB Insurance Group of Nevada, an Alera Group Agency, LLC 4455 S. Pecos Road Las Vegas, NV 89121 Ryan Gagnon	702-735-9333	CONTACT NAME: Tracy Jenkins PHONE (A/C, No, Ext): 702-735-9333 FAX (A/C, No): 702-735-6129 E-MAIL ADDRESS: Tracy@glbins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Co.		18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Wright Company MT Inc PO Box 9 Roberts, MT 59070	
---	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PHPK2092635	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2092635	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB710144	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			PHPK2092635	02/01/2020	02/01/2021	Prof 1,000,000
A	Pollution			PHPK2092635	02/01/2020	02/01/2021	Poll 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Yellowstone County/Public Works is named as an additional insured for ongoing and completed operations for General Liability per the AI form that is attached.

CERTIFICATE HOLDER

YELLOW

Yellowstone County/Public
Works
316 N 26th St #3201
Billings, MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured as required by written contract prior to the loss	Various locations required by contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



WORKERS' COMPENSATION POLICY INFORMATION PAGE

1. INSURED:

WRIGHT COMPANY MT INC
 PO BOX 9
 ROBERTS MT 59070

Policy #: 03-349084-8
 Team: Select
 Date: 03/19/2019
 Entity Type: Corporation
 Reporting Basis: Annually
 Tax ID #: XXXXX1669
 NCCI Risk ID #: 914200911

Physical Address:

141 N 1ST
 ROBERTS MT 59070

Agent: HEATHER COPE
 Agency: HUB INTERNATIONAL MOUNTAIN STATES LTD
 PO BOX 710
 RED LODGE MT 59068
 Phone: (406) 446-2300

2. **POLICY PERIOD:** From 05/09/2019 12:01 A.M. to 05/09/2020 12:01 A.M. at the insured's mailing address.

3. COVERAGE:

A. WORKERS' COMPENSATION INSURANCE: Part One of the policy applies to the Workers' Compensation Law of the state's listed here: Montana

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to the work in each state listed in Item 3.A. The limits of liability under Part Two are:

\$1,000,000.00 Bodily Injury By Accident, Each Accident
 \$1,000,000.00 Bodily Injury By Disease, Each Employee
 \$1,000,000.00 Bodily Injury By Disease, Policy Limit

Minimum Employers Liability: \$120.00

C. OWNERS/OFFICERS:

Name	Title	% Ownership
WRIGHT, LUKE	President	100.00%

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

90-Day Reporting Requirement-Notification of Change in Ownership Endorsement WC 00 04 14 A (Ed. 1-19)
 Catastrophe Premium Endorsement WC 00 04 21 D (ED. 1-15)
 MSF Policyholder Asset Endorsement SB360 (Rev 05/2018)
 Montana Intentional Injury Exclusion Endorsement WC 25 03 05 (Ed. 7-02)